

Sept. 23, 2021

US Bankruptcy Court
660 North Central Expressway
Suite 300B
Plano, Texas 75074

FILED
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
2021 SEP 24 PM 2:19
CLERK U.S. BANKRUPTCY COURT
BY _____ DEPUTY CLERK

RE: Chapter 7 Bankruptcy Case -19- 41626

Judge Brenda Rhoades;

I am reaching out to you as you took care of my bankruptcy case # 19-41626 filed on June 14, 2019, which was discharged on December 16, 2019. The following has occurred since Sept 19, 2019 & I need some information as to handles these matter as follows or if this needs to go back to Judge Brenda Rhoades as my judge;

These are the things done to me, as Darlene Balistreri-Amrhein, since June 14, 2019 to January 2021 by Attorney Larry Kent Hercules & in Courts to Sept. 2021 follows:

Some New Information Discovered August & September 2021:

- 1) Attorney Hercules filed my June 14, 2019 bankruptcy in my legal name with my Texas driver's license TX 12350183 7/18/1946 with the United States Eastern District Bankruptcy Court, Sherman Division with unknown incomplete schedules filed;
- 2) I discovered the "incomplete schedules" through another Texas Bankruptcy Attorney as experience, who evaluated my filed bankruptcy for other legal work claiming incomplete as filed by Attorney Hercules, who was confronted about this early 2020;
- 3) American Technologies, Inc. aka: ATI filed the Adversary Proceedings about Sept. 19, 2019 with the U.S. Eastern District Bankruptcy Court with Judge Brenda Rhoades & at the time Attorney Larry Kent Hercules was my legal representative & Trustee Chow;
- 4) This ATI Adversary Proceedings was filed in the wrong name "Darlene Balistreri" on Sept. 19, 2019 with a fraud complaint under the name of "Darlene Balistreri" with fraudulent amounts as confirmed by Universal Insurance Company of North America through a letter to the Texas Department of Insurance that had been presented to the Adversary Proceedings Court; (Case # 19-04077)
- 5) Attorney Larry Hercules, should have stopped this Fraud Adversary proceedings in "wrong name with this fraud complaint in the name of Darlene Balistreri as malpractice;"
- 6) On or about September 24, 2019 just a few days after filing this "Fraudulent Adversary Proceedings with false statements ATI forged my signature onto fraudulent ATI Contract & ATI Payment Schedule as stated in court filing by Attorney Adeyemo;"

- 7) ATI Attorney Megan Adeyemo has filed multiple false court filings for the past 24 months with no proof of claim & rather purpose was harassment, extortion & blackmail for the return of my deceased Dad, Anthony J. Balistreri Irrevocable Trust Estate Property from 2013 that was stolen by ATI on August 18, 2018 over 3 years ago with multiple refusals of this Trust Property being returned to Trustee Darlene Balistreri-Amrhein as no written permission was given & it was taken by fraud to blackmail;
- 8) Attorney Hercules was aware of this stolen Irrevocable Trust Estate Property & **never disclosed he was a Trust Attorney & never did anything for its return** as also used this as a source of blackmail to try to settle this fraudulent Adversary Proceedings with his own false statements to aid ATI;
- 9) Attorney Hercules was aiding & abetting ATI & their Attorneys from June 14, 2019 at the start & it continued on months after he was withdrawn;
- 10) This Sept. 19, 2019 lawsuit should have been dismissed within a few weeks, but Attorney Larry Hercules was not really representing me in this Bankruptcy & Adversary Proceedings that caused all these frauds that have lasted for 24 months;
- 11) Another example is that ATI Attorney Adeyemo filed a Fraud "no mold report" organized by their co-conspirator in the deal made to demand all "insurance proceeds" with no approved work done to leave me with a damaged home & fraud insurance policy;
- 12) I hired Texas Mold Inspector & company to test my home for mold, they took samples of the mold & inspected the home to find mold on walls, in heating & cooling ducts damaging \$21,000.00 worth of new equipment as installed after their false statements that the mold had been removed & refused the Mold Remediation Certificate for resale of this home as additional frauds & demand for all insurance proceeds as "insurance fraud" that was refused to them & why they filed this Adversary Proceedings;
- 13) Attorney Hercules was aware of the fraud "no mold report" & in fact sent it to me on May 31, 2020 from ATI Attorney Adeyemo;
- 14) Attorney Hercules also sent a fraud July 6, 2018 ATI pink paper copy of this ATI forced contract by duress, while I was medicated for two surgeries that I never received until 9 months & 18 days after July 6, 2018 to fraudulently claim I had received this copy as known completely false as sent to co-conspirator to prevent me from having knowledge of its contents as warned April, 2018 that they would be terminate & sued for any type of fraud, so it was important as ATI denied me a copy for over 9 months;
- 15) April 24, 2019 was the first time I received a copy of the July 6, 2018 ATI Contract & it did not come from ATI until May 31, 2020 received on June 2, 2020 from Attorney Hercules through email sent by Attorney Adeyemo; (Received 1 year 10 months 27 days,

or 697 days, or 22 months 27 days after this ATI Contract under duress, coercion, threats & forced signature as known by Attorney Larry Kent Hercules as he aids ATI frauds.);

16) On November 6, 2019 I was to produce all discovery to ATI & on that morning I discovered the ATI copy of the ATI Payment Schedule that was in a moving box since July 6, 2018, so I called to inform Attorney Larry Hercules with a surprising response:

17) Attorney Hercules claimed I need to send it to him, but I had no working computer installed & no working phone line to send it to him as on my limited cell phone;

18) Attorney Hercules was not happy about the July 6, 2018 ATI Payment Schedule only & his response, "we will see about that," so he had his wife Sherry as legal assistant pick it up from my home as the "original" & was to fax me my copy that day to my email;

19) Original July 6, 2018 ATI Payment Schedule never emailed, so for days I continued to ask for it then demand the copy, but it never came so went to office for copy;

20) What I got as copy was a new forged July 20, 2018 ATI Payment Schedule that was not given to Sherry Hercules & not read over the phone to Attorney Hercules as fraud, switched & the "original July 6, 2018 ATI Payment Schedule was destroyed by them;"

21) I made demand for this original document & informed Attorney Hercules get this from ATI, but he did not & contacted Attorney for insurance company with nothing;

22) Attorney Hercules came back when demanded he contact ATI "they did not have a copy of July 6, 2018 Payment Schedule to be sent to them, prepared by their ATI Agent & listed on this hidden ATI July 6, 2018 Contract on pages 1 & 2 & now ATI claims it does not exist & it never existed as complete frauds aided by Attorney Hercules;

23) During the Nov. 6, 2019 production date I had provided more than 500 pages of discovery, from bank statements to invoices for all insurance money work that was done after ATI quits 3 times, refuses to do the work & on a "good faith" second chance tries to pad their bill another \$4,500.00 for no additional work May, 14, 2019 & terminated;

24) ATI was terminated on May 14, 2019 & written termination for "good cause" was submitted on May 31, 2019, which Attorney Larry Hercules was informed of all facts;

25) As part of discovery Attorney Hercules asked the insurance company attorneys to provide my insurance files, but 52 insurance documents were missing & Attorney Hercules is informed, but it was all ignored to cover up the deal & conspiracy at hand;

26) May, 2020 Attorney Hercules informs me that ATI wants to settle this case & would be willing to return all (Stolen) Trust Estate Property if I do not sue them for the over \$100,000.00 in damages done to my home over 13 months as ATI does no approved work as claimed blackmail & extortion the purpose of the Adversary Proceedings to put

pressure on me on July 8, 2020 & Attorney Hercules calls me "Yellow Darlene:"

27) After 1 first call to settle from Attorney Hercules on Friday the following Monday he calls & tells me he had not spoken to ATI Attorneys in 9 days, so his settle speech was all fraud to prevent me from making any informed decisions in this lawsuit; (malpractice);

28) I contact Martin & Martin Design were 12 family pictures as held as accomplices hired by ATI about return of this Trust Estate Property as stolen & it is refused as denied by ATI with copies of emails June, 2020 & an invoice that ATI picked up this stolen property on April 30, 2020 & taken to undisclosed location;

29) Attorney Hercules informs me that ATI Attorney Mathews sent him a list of all Irrevocable Trust Estate Property, but Attorney Hercules claims he never received it;

30) Attorney Hercules then falsely claims ATI Attorney Mathews had been trying to contact Martin & Martin Design for a week as must be closed & no returned voice mail messages, but totally false & more fraud as proven by my emails to Martin & Martin in the same week with invoice that stolen trust property picked up April 30, 2020;

31) I asked Attorney Hercules to file for discovery from ATI & he refuses from January 2020 to his withdrawal on August 13, 2020, ignore denied automatic stays by creditors;

32) Attorney Mathews sends Attorney Hercules an email telling him to control his client after I leave a message for certificate of conference on court filings not picked up from post office as notices given. ATI Atty Adeyemo contacts Attorney Hercules with a threat of sanctions & or suit if I question the character & good name of Attorney Mathews;

33) ATI Attorney Mathews was the person who sets up a fraudulent abusive January 15, 2020 deposition with Attorney Hercules during lunch knowing I am disabled, with diabetes, needing to eat lunch to take my needed insulin injections, which was against ADA accommodations & in fact Attorney Hercules carries in my lunch & no time to eat as Attorney Mathews is limited on time as leaving town, so no insulin, confusion, medical complications, (needs in eyes for bleeding behind retina, etc.) to taint testimony;

34) ATI Attorney Mathews threatens me as a sworn witness that I would die in 2020 & ATI would receive all my property & money as criminal activity known to Atty. Hercules, who later then claims never happened, was not a witness, left room & more false statements to aid ATI Attorney Mathews;

35) Attorney Hercules claims he sent over 500 pages of production & all bank statements & invoices, but ATI Attorney Mathews claims he did not receive much & had maybe 25 pages at the deposition as he tried to confuse my testimony after his death intimidation;

36) Attorney Hercules allows ATI Attorney Mathews to change events & questions without allowing me to finish my statements causing 75 pages of timely corrections.

Attorney Hercules claims no objections, chewing & falling asleep in the chair as he delivered me to be victimized by them & this Fraudulent Adversary Proceedings for insurance proceeds as "insurance frauds" & fishing exhibition for "unearned money." Attorney Hercules informs me that Lexitas will not correct my deposition & will not file it with the court & has given the deposition to Atty. Mathews until trial to edit;

37) When I received my deposition copy I was billed over \$650.00 for my claimed "free deposition as sent by Attorney Hercules & refused. I was not able to receive deposition copy as my computer was not working, so picked it up at Attorney Hercules home, which he later denies to Court & all 10 exhibits are missing, so I ask for deposition exhibits for corrections & he ignores this & never received timely;

38) After I turn in the 75 pages of corrections to Atty Hercules before the deadline on February 26, 2020 as deadline February 28, 2020 I receive a booklet of January 15, 2020 deposition & all 10 deposition marked exhibits as removed by him to aid ATI & tampering with court record deposition & evidence as criminal activities;

39) January 28, 2020 the presiding Fraud Adversary Proceeding Judge Bill Parker holds a conference call about the court instruction proceeding in this lawsuit, which was contrary & violations of federal rules 26 to 37 in this proceedings with an Order, but Attorney Hercules claimed it was not necessary for me to attend as Order in 2 days. Attorney Hercules did not provide me with the January 28, 2020 Court Instruction Orders until all deadlines had passed as received on August 3, 2020 at 6 months & 6 days or 188 days later, so no knowledge of any court instructions, but sent an email in minutes to see if I was resting & getting some sleep January 28, 2020 at about 10 AM;

40) Attys. Hercules, Adeyemo & Mathews all file a fraud claim that I was at the January 28, 2020 Judge Parker Conference Call with no facts, no records, false statements & perjury that was proven by the Atty. Hercules 10AM email that day & ignored by judge;

41) The tainted & abusive deposition is ignored by Judge Parker & every court filing in response to all ATI court filings, which Attorney Hercules refused to file as my legal representative in this Fraud Adversary Proceedings filed on Sept. 19, 2019 by ATI;

42) Judge Parker denied the Texas Mold Inspectors & Certified Lab Mold Report, denies suppression of abusive deposition & threats made to sworn witness;

43) Attorney Hercules continued to tamper with court record evidence & deposition by removal of Court Reporter's index twice as proof of removal of Exhibit 1 & replaced fraud new substituted Exhibit 1 allowed by Judge Parker 4 plus months after withdrawal;

44) Attorney Hercules is being caught in his frauds & legal malpractice so Attorney Hercules falsely claims I have 21 days to respond to his withdrawal, so I use his evidence

in his own words emailed to me & knowing ATI had forged my name to approximately 6 ATI Contracts from July 20, 2018 to present date as he has known;

45) I was denied forensic handwriting expert on all or any ATI Contracts as forgeries by Judge Bill Parker & denied all discovery & nothing stated about all Attorney Hercules frauds & criminal activities that continued after his withdrawal in to Dec. 2020 & Jan. 2021 to aid & abet ATI for unjust enrichments;

46) Attorney Hercules removed "Exhibit 1 as the June 4, 2018 packing & moving ATI contract," (tampering with U.S. Government Court Record deposition as crime. Attorney Hercules then replaced "Exhibit 1" with forged fraud ATI new contract back dated with 15 changes & added packing & moving because ATI knew the July 6, 2018 Contract was unenforceable as "Obstruction of Justice, Fraud Upon Courts & Tampering with Government Court Record as allowed by federal Judge Bill Parker;

47) The purpose for all removal of ATI Contracts was to have something enforceable that all match & still they have the wrong name as misspelled, no notice & no agreements. I would like to know how much Attorney Hercules was paid for his bribe as he continued to want money from me as he was deceiving & pretending to be my attorney;

48) Judge Bill Parker denied my entire client file from Attorney Hercules unlawfully, giving him special treatment & favoritism in retaliation of Darlene Balistreri-Amrhein;

49) I filed a mandatory "Automatic Disqualification" against federal Judge Bill Parker under 28 U.S.C. § 455 a, b, et seq.; 28 U.S.C. § 144, et seq.; 28 U.S.C. § § 453, 454 with sworn affidavit timely on all facts on appearances of conflict of interest, bias, prejudice, retaliation against Defendant Darlene & as being pro se, so he runs for his retirement 200 days later that appeared to contain an ATI bribe to throw & fix this lawsuit;

50) Replacement Judge Joshua Searcy claims Judge Parker as ethical experience judge & continues all his voided orders, no discovery for Defendant Darlene only, no forensic handwriting expert on approximately 6 ATI forged Contracts & schedules an immediate trial for August 31, 2021 with no authority knowing against the laws & U.S. Supreme Court, in violation of his oath of office to continue to throw & fix this fraud adversary. Judge Searcy demands I travel 115 miles to Tyler Court house for trial & I refuse as don't drive distance due to disabilities, car in disrepair, impaired vision due to eye procedures, blurred vision, possible loss of eyesight due to ATI personal injuries & I refuse to participate in violations of U.S. Constitution & "Automatic Disqualifications," etc. Judge Joshua Searcy under mandatory "Automatic Disqualification" as federal Judge under 28 U.S.C. § 455 a, b, et seq.; 28 U.S.C. § 144, et seq.; 28 U.S.C. § § 453, 454 with sworn affidavit timely all facts as appearances of conflict of interest, bias, prejudice, retaliation against Darlene & as being pro se, & he expressed favorable opinion of Judge Parker as wronged & both federal judges refuse mandatory federal automatic disqualifications in

violation of U.S. Supreme Court rulings, violations of inter-state commerce, bias against lawsuit & pro se litigant as published & notified to court; (cc: Trustee Chow on filing.)

51) Judge Searcy continues to preside, denies all Defendants court filings, including my Texas Driver's license continued annually since 1983, my checking account legal name & the fact my legal name Darlene Balistreri-Amrhein has existed for 55 years as filed in bankruptcy documents in this proceedings & ignored by this Court to benefit ATI. Judge Searcy also refused all forensic handwriting experts to all ATI Contracts for these forged contracts as he continues to preside with lost jurisdiction all void Orders & against mandatory disqualification with no authority as a judge to sign any orders & refused consideration of my medical notes as filed in the court & federal ADA accommodations;

52) ATI Attorney Roy Mathews no longer works for Gordon Rees Law Firm & date relived is unknown as not disclosed by ATI Attorney;

53) I have been harassed for two years on this ATI fraud Adversary Proceedings, while federal court Judges Parker & Searcy have supported threats to sworn witness, holding Orders for 6 months, tampering & destroying evidence, replacing fraud evidence, 15 changes with no notice, no agreement to forged ATI Contracts, legal malpractice of Attorney Larry Hercules, continued harassment on fraud Adversary Proceedings that should have been dismissed in weeks, continued forgeries, tampering Government Court Records, allowed abusive tainted deposition, refusal of my legal name as proof & refusal on my medical notes from two experienced physician specialists with 20 to over 30 years experience in medical fields not to be considered by false Judge Searcy for 24 months. This does not seem to be ethical & I have reported this to the United States Department of Justice as this is affecting my health with the encouragement of my 5 physicians after 24 months & 3 days with no justice, except ATI frauds & harassments, plus the Stolen Property from my deceased Dad's Irrevocable Trust Estate has been kept at undisclosed location for over 3 years for extortion & blackmail by American Technologies, Inc. (ATI) as I had turned over insurance money used on hail storm. I'm reaching out to see if there is other persons I need to speak to as Judge Searcy does not have authority as a matter of law & Rule of Law, as "automatic disqualified judges." I believe my U.S. Constitutional Rights have been violated with no discovery, no forensic handwriting experts denied on approximately 6 forged ATI contracts & fraud filing in wrong name & fraud complaints.

54) My 2 bankruptcy creditors continued ignoring "automatic stay" by Chief Justice Robert Burns III & then 2 cases sealed together under 1 case number to prevent any investigation as Attorney Hercules knew, so lower court Judge Angela Tucker & Judge Jay Bender could collect my "discharged on their fraud debt of \$320,000.00 per Chief Justice Burns III. You & Judge Rhoades needs heads up if in "media at one point, so knowledge of all facts." If need to contact others? Darlene Balistreri-Amrhein;

DBA Still Lien on Home
as Addition Frauds!

Darlene C Balistreri-Amrhein

9/22/2021